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Attorney Docket No: CBL-104

**RECORDATION COVER SHEET
FOR ASSIGNMENT OF PATENT**

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

Glenn S. Solomon
3689 Brandy Rock Way
Redwood City, CA 94061

David J. Miller
1160 Village Drive
Belmont, CA 94002

Tetsuzo Ueda
600 Sharon Park Drive #A201
Menlo Park, CA 94025

2. Assignee:

CBL Technologies, Inc.
3689 Brandy Rock Way
Redwood City, CA 94061

Matsushita Electronics Corporation
1-1 Saiwai-cho, Takatsuki-shi
Osaka 569-1193 Japan

3. Execution Date of Assignment of Entire Interest in Patent Application: **30 June 1999**

4. Execution Date of Declaration for Patent Application: **30 June 1999**

4A. Patent Application No.: **09/293,620**

4B. Patent Number:


5. Correspondence address: **Thomas J. McFarlane**
LUMEN
426 Lowell Avenue
Palo Alto, CA 94301

6. Total Number of applications and Patents involved: **1**

7. Total fee (37 CFR 3.41): **\$40**

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.


Thomas J. McFarlane
Reg. No. 39,299

Date: **7/2/99**
telephone: (650) 321-6630

Total number of pages including cover sheet, attachments, and document: **3**

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Attorney Docket No: CBL-104

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
AND REVOCATION OF PRIOR POWERS**

Application No.: 09/293,620
Filed: 4/16/1999
Title: Dual Process Semiconductor Heterostructures & Methods
Applicant: Glenn Solomon, et al.
Examiner: V. Yevsikov
Group Art Unit: 2825
Assignee: CBL Technologies, Inc., Matsushita Electronics Corporation
Assignment Recorded
on Reel/Frame: 010071/0448

REVOCATION OF PRIOR POWERS OF ATTORNEY

The undersigned assignee of record of the entire interest in the above identified application for Letters Patent hereby revokes all powers of attorney previously given.

NEW POWER OF ATTORNEY

The undersigned assignee of record of the entire interest in the above identified application for Letters Patent hereby appoints:

Practitioners at Customer Number 27652
Joshua D. Isenberg Reg. No. 41, 088



27652

PATENT TRADEMARK OFFICE

as its agents to prosecute said application and to transact all business in the Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventor(s) and their attorney(s) in accordance with the provisions of Rule 32 of the Patent Office Rules of Practice.

Please direct all communication relative to said application to the following correspondence address:

Joshua D. Isenberg
204 Castro Lane
Fremont, CA 94539
tel: (510) 896-8328
fax: (510) 360-9656

The new attorney docket number for this case is: **CBL-104**

10023910-121801

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I am duly authorized to sign this instrument on behalf of assignee corporation. I hereby declare that, to the best of my knowledge and belief, title is in the assignee herein and believe that said application has been assigned to assignee herein and that assignee therefore has the right to make this Power of Attorney and Exclusion of Inventor(s).

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

ASSIGNEE: Matsushita Electronics Corporation

Matsushita Electronics Corporation
1-1 Saiwai-Cho, Takatsuki-Shi
Osaka, 561-1193, Japan

Official Authorized to Act on Behalf of Assignee:

Signature:

Hirata

Name:

Hiroshi Hirata

Title:

Director, Intellectual Property Center

March 1, 2001
Date

10023910-121801

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AND REVOCATION OF PRIOR POWERS**

Application No.: 09/293,620
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I am duly authorized to sign this instrument on behalf of assignee corporation. I hereby declare that, to the best of my knowledge and belief, title is in the assignee herein and believe that said application has been assigned to assignee herein and that assignee therefore has the right to make this Power of Attorney and Exclusion of Inventor(s).

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

ASSIGNEE: CBL Technologies, Inc.

CBL Technologies, Inc.
3689 Brandy Rock Way
Redwood City, CA 94061

Official Authorized to Act on Behalf of Assignee:

Signature: *Glenn S. Solomon*
Name: Glenn S. Solomon
Title: President

6/17/01
Date

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10023910-121801

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Attorney Docket No: CBL-104

ASSIGNMENT

THIS ASSIGNMENT, by
GLENN S. SOLOMON, DAVID J. MILLER AND TETSUZO UEDA

(hereinafter referred to as the Assignors), residing at **Redwood City, California; Belmont, California and Menlo Park, California** respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in
DUAL PROCESS SEMICONDUCTOR HETEROSTRUCTURES & METHODS

for which application no. 09/293,620 for Letters was filed 16 April 1999

WHEREAS,

CBL Technologies, Inc.

a body having corporate powers under the laws of the state of **CALIFORNIA, REDWOOD CITY, CALIFORNIA 94061**; and

Matsushita Electronics Corporation

a body having corporate powers under the laws of Japan of **JAPAN, OSAKA, JAPAN 569-1193** (hereinafter referred to as the Assignees) are desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignees have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignees, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignees for their own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignees, whereby said Assignees may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignees. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignees) which are deemed necessary or desirable by Assignees for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

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4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignees, their successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignees to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

7. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignees as the assignees of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: June 30, 1999 Glenn S. Solomon
Glenn S. Solomon

State: California County: Santa Clara

Subscribed and sworn to before me on this 30 day of June, 19 99



Heather Body
Notary Public

Date: June 30, 1999 David J. Miller
David J. Miller

State: California County: Santa Clara

Subscribed and sworn to before me on this 30 day of June, 19 99



Heather Body
Notary Public

Date: June 30, 1999 Tetsuzo Ueda
Tetsuzo Ueda

State: California County: Santa Clara

Subscribed and sworn to before me on this 30 day of June, 19 99



Heather Body
Notary Public